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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 TOYRRIFIC, LLC,

12 Plaintiff,

13 v.

14 EDVIN KARAPETIAN, an individual,
15 EDWARD MINASYAN, an individual,
16 LENA AMERKHANIAN, an individual,
17 and EDO TRADING, INC., a California
corporation,

Defendants.

Case No. 2:12-cv-04499-ODW(Ex)

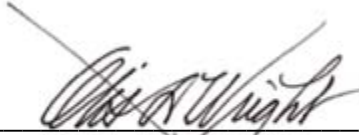
**ORDER DENYING MOTION FOR
ATTORNEYS' FEES WITHOUT
PREJUDICE [74]**

18 Following the Court's grant of summary judgment in their favor, Defendants
19 moved to recover their attorneys' fees. (ECF No. 74.) Defendants contend that the
20 Settlement Agreement and Mutual General Release underlying this action "provides
21 that the prevailing party in the event of litigation is entitled to recover their [*sic*]
22 reasonable attorneys' fees." (Not. of Mot. 2.) But after Defendants filed their motion,
23 Plaintiff Toyrrific filed a notice of appeal of the Court's summary-judgment ruling to
24 the Ninth Circuit. (ECF No. 76.) An appellate ruling in Toyrrific's favor would
25 abrogate a grant of attorneys' fees to Defendants, as Defendants would no longer be
26 prevailing parties. Thus, in the interest of justice and to prevent needless expense to
27 the parties in briefing a potentially ill-founded motion, the Court **DENIES**
28 Defendants' motion for attorneys' fees **WITHOUT PREJUDICE**. If appropriate,

1 Defendants may renew their motion **within 30 days of the entry of the Ninth**
2 **Circuit's mandate.**

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4 **IT IS SO ORDERED.**

5 May 15, 2013

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8 **OTIS D. WRIGHT, II**
9 **UNITED STATES DISTRICT JUDGE**
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